UNITED STATES DISTRICT COURT FASTERN DISTRICT OF PENNSYLVANIA

3	EASTERN DISTRICT OF PENNSYLVANIA		
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7	BRIAN C. HUMPHREYS,	Case No.:	
9	Plaintiff,)) COMPLAINT FOR VIOLATIONS OF THE) FCRA AND FDCPA	
1	vs.		
13	CENTRAL PORTFOLIO CONTROL,	,)) TRIAL BY JURY DEMANDED	
15	Defendant)	
17	PRELIMINAR	Y STATEMENT	
19	1. This is an action for damages brought from violations of the Fair Credit Reporting Act		
21	(FCRA) 15 U.S.C. §1681 et seq, and for violations of the Fair Debt Collection Practices		
23	Act (FDCPA) 15 U.S.C. §1692(f)1.		
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27	JURISDICTION		
29	2. This court has jurisdiction over the FCRA under 15 U.S.C. §1681p and 28 U.S.C. §133		
31	3. This court has jurisdiction over the FDCPA under 15 U.S.C. §1692k(d).		
33	4. All conditions precedent to the bringing of this action have been performed.		
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37	PARTIES		
39	5. The Plaintiff in this lawsuit is Brian C. Humphreys, a natural person, who resides in		
41	Northampton County, Pennsylvania.		
43	6. The Defendant in this lawsuit is CENTRAL PORTFOLIO CONTROL (hereinafter		
45	"CENTRAL"), an unknown entity with offices at 16526 W. 78th St., Suite 107, Eden		
47	Prairie, MN 55346.		
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VENUE ţ 7. The occurrences which give rise to this action occurred in Northampton County, 3 Pennsylvania and Plaintiff resides in Northampton County, Pennsylvania. 5 8. Venue is proper in the Eastern District of Pennsylvania. 7 9 GENERAL ALLEGATIONS 11 9. Plaintiff obtained his consumer credit reports from the three major credit reporting 13 agencies and found entries that he was unfamiliar with in the reports. 15 10. Plaintiff found after examination of his Experian consumer credit report that Defendant 17 CENTRAL had obtained Plaintiff's Experian consumer credit report on January 10, 19 21 2012. 11. Plaintiff found after examination of his Equifax consumer credit report that Defendant 23 CENTRAL had obtained Plaintiff's Equifax consumer credit report on January 11, 25 27 2012. 12. Discovery of violations brought forth herein were discovered by the Plaintiff in August 29 2012 and the violations are within the statute of limitations as defined in the FCRA, 15 31 U.S.C. §1681p. 33 13. The violations brought forth herein occurred in January 2012 and the violations arose 35 within the statute of limitations as defined in the FDCPA, 15. U.S.C. §1692k(d). 37 14. Defendant CENTRAL is a debt collector as defined by the FDCPA, 15 U.S.C. §1692a(5). 39 41 COUNT I 43 VIOLATION OF THE FAIR CREDIT REPORTING ACT, 15 U.S.C. §1681, WILLFUL 45 NON-COMPLIANCE BY DEFENDANT, CENTRAL PORTFOLIO CONTROL 47 15. Paragraphs 1 through 14 are re-alleged as though fully set forth herein. 49

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- 25. The actions of Defendant obtaining the consumer credit report of the Plaintiff with no permissible purpose or Plaintiff's consent was a willful violation of FCRA, 15 U.S.C. §1681b and an egregious violation of Plaintiff's right to privacy.
- 26. At no time has CENTRAL ever indicated what justification they may have had for obtaining Plaintiff's credit report.
- 27. The Defendant had a duty to properly ascertain if there was any legitimate permissible purpose before obtaining Plaintiff's credit report and Defendant breached said duty in failing to do so. There was no account that the Defendant had any right to collect to have had permissible purpose to obtain Plaintiff's credit report and therefore Plaintiff is entitled to damages for breach of said duty.

WHEREFORE, Plaintiff demands judgment for damages against Defendant, CENTRAL PORTFOLIO CONTROL, for statutory damages of \$1000.00, any attorney's fees, and costs pursuant to 15 U.S.C. §1681n.

COUNT II

- VIOLATION OF THE FAIR CREDIT REPORTING ACT, 15 U.S.C. §1681, WILLFUL NON-COMPLIANCE BY DEFENDANT CENTRAL PORTFOLIO CONTROL
- 28. Paragraphs 1 through 27 are re-alleged as though fully set forth herein.
- 29. Plaintiff is a consumer within the meaning of the FCRA, 15 U.S.C. §1681a(c).
- 30. Equifx is a credit reporting agency within the meaning of the FCRA, 15 U.S.C. 1681a(f).
- 31. Consumer credit report is a consumer report within the meaning of the FCRA, 15 U.S.C. §1681a(d).
- 32. The FCRA, 15 U.S.C. §1681b defines the permissible purposes for which a person may obtain a consumer credit report.

- 33. Such permissible purposes as defined by 15 U.S.C. §1681b are generally: If the consumer makes application for credit, makes application for employment, for underwriting of insurance involving the consumer, or is made a bona fide offer of credit as a result of the inquiry.
- 34. Plaintiff has never had any business dealings or any accounts with, made application for credit from, made application for employment with, applied for insurance from, or received a bona fide offer of credit from the Defendant CENTRAL.
- 35. On January 11, 2012, Defendant obtained the Equifax consumer credit report for the Plaintiff with no permissible purpose in violation of the FCRA, 15 U.S.C. §1681b. Said actions thereby damaged Plaintiff by causing Plaintiff's credit score to decline resulting in Plaintiff having to pay higher auto insurance premiums.
- 36. Plaintiff sent a letter to CENTRAL, on August 21, 2012, asking why they have been accessing the Plaintiff's credit reports. This was in an effort to provide CENTRAL an opportunity to identify any legitimate permissible purpose which might have warranted their access to the Plaintiff's credit file. Plaintiff received no reply to said letter sent to Defendant.
- 37. At no time did Plaintiff give his consent to CENTRAL to acquire his consumer credit report from any credit reporting agency.
- 38. The actions of Defendant obtaining the consumer credit report of the Plaintiff with no permissible purpose or Plaintiff's consent was a willful violation of FCRA, 15 U.S.C. §1681b and an egregious violation of Plaintiff's right to privacy.
- 39. At no time has CENTRAL ever indicated what justification they may have had for obtaining Plaintiff's credit report.
- 40. The Defendant had a duty to properly ascertain if there was any **legitimate** permissible purpose before obtaining Plaintiff's credit report and Defendant breached said duty in

ł	failing to do so. There was no account that the Defendant had any right to collect to have
3	had permissible purpose to obtain Plaintiff's credit report and therefore Plaintiff is
5	entitled to damages for breach of said duty.
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9	WHEREFORE, Plaintiff demands judgment for damages against Defendant, CENTRAL
11	PORTFOLIO CONTROL, for statutory damages of \$1000.00, any attorney's fees, and costs
13	pursuant to 15 U.S.C. §1681n.
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17	COUNT III
19	VIOLATION OF THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C. §1692f(1),
21	ATTEMPTING TO COLLECT AN AMOUNT NOT AUTHORIZED BY THE AGREEMENT
23	CREATING THE DEBT OR PERMITTED BY LAW
25	41. Paragraphs 1 through 40 are re-alleged as though fully set forth herein.
27	42. Plaintiff is a consumer within the meaning of the FDCPA §1692a(3).
29	43. Plaintiff has never had any business dealings or any accounts with Defendant
31	CENTRAL.
33	44. On January 10, 2012, Defendant obtained the Experian consumer credit report for the
35	Plaintiff.
37	45. Plaintiff sent a letter to CENTRAL, on October 10, 2012, asking why they have been
39	accessing the Plaintiff's credit reports. This was in an effort to provide CENTRAL an
41	opportunity to verify and to validate the alleged debt. Plaintiff received no reply to said
43	letter sent to Defendant.
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1	WHEREFORE, Plaintiff demands judgment for damages against Defendant, CENTRAI	
3	PORTFOLIO CONTROL, for statutory damages of \$1000.00, any attorney's fees, and costs	
5	pursuant to 15 U.S.C. §1692k(a)1 and §1692k(a)(2)(A).	
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9	COUNT IV	
11	VIOLATION OF THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C. §1692f(1),	
13	ATTEMPTING TO COLLECT AN AMOUNT NOT AUTHORIZED BY THE AGREEMENT	
15	CREATING THE DEBT OR PERMITTED BY LAW	
17	46. Paragraphs 1 through 45 are re-alleged as though fully set forth herein.	
19	47. Plaintiff is a consumer within the meaning of the FDCPA §1692a(3).	
21	48. Plaintiff has never had any business dealings or any accounts with Defendant	
23	CENTRAL.	
25	49. On January 11, 2012, Defendant obtained the Equifax consumer credit report for the	
27	Plaintiff.	
29	50. Plaintiff sent a letter to CENTRAL, on October 10, 2012, asking why they have been	
31	accessing the Plaintiff's credit reports. This was in an effort to provide CENTRAL an	
33	opportunity to verify and to validate the alleged debt. Plaintiff received no reply to said	
35	letter sent to Defendant.	
37		
39	WHEREFORE, Plaintiff demands judgment for damages against Defendant, CENTRAL	
41	PORTFOLIO CONTROL, for statutory damages of \$1000.00, any attorney's fees, and costs	
43	pursuant to 15 U.S.C. §1692k(a)1 and §1692k(a)(2)(A).	
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1	DEMAND FOR TRIAL BY JURY
3	Plaintiff hereby demands a trial by jury of all issues so triable as a matter of law.
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9	Dated this 3 rd day of November, 2012
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13	Respectfully submitted,
t5	By: Bein Ctaplin
17	Brian C. Humphreys,
19	2253 Linden St. Bethlehem, Penna.
21	(610) 866-3744
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UNITED STATES DISTRICT COURT

Case 5:12-cv-06236-JS Document 3 Filed 11/14/12 Page 9 of 9 FOR THE EASTERN DISTRICT OF PENNSYLVANIA — DESIGNATION FORM to be used by counsel to indicate the category of the case for the purpose of assignment to appropriate calendar.

Address of Plaintiff: 2253 Linden St., Bethlehem, Pennsy	lvania
Address of Defendant: 16526 W. 78th St., Suite	107, Eden Prairie, MN 553
Place of Accident, Incident or Transaction: Northampton Count (Use Reverse Side For Additional Space)	y, Pennsylvania
Does this civil action involve a nongovernmental corporate party with any parent corporation at (Attach two copies of the Disclosure Statement Form in accordance with Fed.R.Civ.P. 7.1(a))	nd any publicly held corporation owning 10% or more of its stock? Yes□ Noel
Does this case involve multidistrict litigation possibilities? **RELATED CASE, IF ANY:** Case Number: Judge	Yes Nove
Civit cases are deemed related when yes is answered to any of the following questions:	
 Is this case related to property included in an earlier numbered suit pending or within one ye Does this case involve the same issue of fact or grow out of the same transaction as a prior s 	Yes□ No ©
action in this court?	
3. Does this case involve the validity or infringement of a patent already in suit or any earlier n terminated action in this court?	Yes□ Not numbered case pending or within one year previously Yes□ Not
4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil right	s case filed by the same individual? Yes□ No ✓
CIVIL: (Place / in one category only)	
A. Federal Question Cases:	B. Diversity Jurisdiction Cases:
1. Indemnity Contract, Marine Contract, and All Other Contracts	1. Insurance Contract and Other Contracts
2. □ FELA	2. □ Airplane Personal Injury
3. □ Jones Act-Personal Injury	3. D Assault, Defamation
4. □ Antitrust	4. D Marine Personal Injury
5. □ Patent	5. D Motor Vehicle Personal Injury
6. □ Labor-Management Relations	6. □ Other Personal Injury (Please specify)
7. Civil Rights	7. D Products Liability
8. □ Habeas Corpus	8. Products Liability Asbestos
9. □ Securities Act(s) Cases	9. □ All other Diversity Cases
10. □ Social Security Review Cases	(Please specify)
11. All other Federal Question Cases	
(Please specify) FCRA, FDCPA ARBITRATION CERT: (Check Appropriate Call) (counsel of record do hereby certifications)	ategory)
□ Pursuant to Local Civil Rule 53.2, Section 3(c)(2), that to the best of my knowledge and 1	•
\$150,000.00 exclusive of interest and costs;	
□ Relief other than monetary damages is sought.	
DATE: Oct. 22,2012 /DM. (50)	Attorney I.D.#
NOTE: A trial de novo will be a trial by jury only if the	•
I certify that, to my knowledge, the within case is not related to any case now pending or except as noted above.	within one year previously terminated action in this court
DATE: Oct. 22, 2012 Bin Hopeup	Attomey I.D.#

CIV. A00 (A/09)